

ASSIGNMENT

WHEREAS, I, the undersigned, TIMOTHY J. O'BRIEN, have invented TUMOR SPECIFIC ASSAY FOR CA125 OVARIAN CANCER ANTIGEN and have filed an application for United States patent based thereon, and so entitled, Patent Application Serial No. 042,498 filed April 24, 1987; and had executed an Assignment assigning said invention to RESEARCH CORPORATION on April 21, 1987 which Assignment was recorded on April 24, 1987, Reel 4698, Frames 0590 and 0591 and which inadvertently had not referred to a nonexclusive, irrevocable license to the Government of the United States of America and had not referred to a National Institutes of Health Grant.

In view of that inadvertant omission, I am herewith, in the remainder of this document, executing a subsequent Assignment which now includes the reference to said license and NIH grant as follows:

WHEREAS, RESEARCH CORPORATION, a New York not-for-profit corporation, having a principal office at 25 Broadway, New York, New York 10004, is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, for One Dollar (\$1.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned:

Hereby sell, assign and transfer unto said RESEARCH CORPORATION the entire right, title and interest in and throughout the United States of America (including its possessions and dependencies), and all countries foreign thereto, in and to said invention, said application and any and all patents (including reissues and extensions thereof), of any country, which have been or may be granted on said invention or any part thereof, or on said application or any divisional,

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substitute, continuation-in-whole or -in-part, renewal, reissue or other patent application based thereon, or based upon said invention, together with the right in said RESEARCH CORPORATION to apply for any such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of the priority right provided by the International Convention of 1883, as amended to date, and any other such priority right; TO BE HELD AND ENJOYED by said RESEARCH CORPORATION, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned had no sale and assignment of said interest been made;

Authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said United States Applications or any of them, or upon said invention or any part thereof, to said RESEARCH CORPORATION;

Agree, for the undersigned and for the heirs and legal representatives of the undersigned, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuation-in-whole or -in-part, substitute, renewal, reissue, or other applications for patents of any country that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

Covenant, for the undersigned and for the legal representatives of the undersigned, and agree with said RESEARCH, its successors and assigns, that no right or license to make, use or sell said invention has been granted by the undersigned to

anyone except said RESEARCH, and except to the extent that the undersigned or the successors in interest of the undersigned may be obligated to grant and/or have granted a certain nonexclusive, nontransferable, royalty-free, irrevocable license to the Government of the United States of America, acting by and through the National Cancer Institute of the National Institutes of Health of said Government, pursuant to a certain contract(s) or grant(s) between said Government and the University of Arkansas for Medical Sciences, Little Rock, Arkansas 72205 identified as NIH Grant No. 1 R01 CA40406-01A1 which contract(s) or grant(s) and license (reference to each of which is made for the terms and effect thereof) shall survive unaffected the execution and delivery of this deed of assignment, and except to the extent that the undersigned may have been obligated to assign said invention and the patent rights thereof to the University of Arkansas for Medical Sciences, Little Rock, Arkansas 72205 (hereinafter called "INSTITUTION"), or its designee, that prior to the execution of this deed the right, title and interest of the undersigned in said invention had not been otherwise encumbered, and that this deed is given pursuant to said obligation to INSTITUTION, and that no instrument in conflict herewith has been (except the aforementioned Assignment which inadvertently omitted the reference to the nonexclusive, irrevocable license to the Government of the United States of America) or will be executed by the undersigned.

REF ID: A6739

IN WITNESS WHEREOF, I have hereunto set my hand
and seal this 14 day of December , 1987.

Timothy John O'Brien
Timothy John O'Brien

STATE OF ARKANSAS)
) ss.
COUNTY OF SALINE)

On the 14 day of December , 1987, before me personally
came Timothy John O'Brien to me known to be the individual
described in and who executed the foregoing instrument, and
acknowledged that he executed the same.

Elvis M. Mean
NOTARY PUBLIC

(SEAL)

My Commission Expires:

5-2-90

RECORDED
PATENT & TRADEMARK OFFICE

DEC 28 1987

David J. Ziegler
COMMISSIONER OF PATENTS
AND TRADEMARKS OFFICE

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